

February 24, 2016

Mr. David C. Mau, P.E.
Director of Public Works
Village of Glencoe
675 Village Court
Glencoe, IL 60022

SUBJECT: Proposal for Construction Engineering Services
2016 Stormwater Improvements

Dear Dave:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for construction engineering services for the 2016 Stormwater Improvements project. The proposal has been prepared in accordance with our recent telephone conversations, our experience on previous phases of the project and our knowledge of the project area.

Project Understanding

Earlier this month, ERA completed plans, specifications and an estimate for the 2016 Stormwater Improvements project consisting of new storm sewer located within the Terrace Court and Skokie Ridge areas of the Village. The project was issued for bids in mid-February with a bid opening date of March 8, 2016. The engineer's opinion of probable construction cost for the recommended improvements is approximately \$3.1 million. It is anticipated that construction will begin around April 18, 2016 and will be completed by October 26, 2016.

The Village of Glencoe now desires to retain ERA to provide construction engineering services for the proposed storm sewer improvements described above. ERA will primarily provide construction observation services. Construction administration including pay request and change order review will be provided by Village of Glencoe staff working closely with ERA.

Scope of Services

ERA will provide site land surveying services in accordance with the following work plan:

1. Meetings/Coordination - Meet with contractor, Village of Glencoe staff, testing consultant staff as required and others throughout the project duration to review progress and discuss relevant issues.
2. Construction Observation - This task involves on-site observation of contractor operations to ensure conformance with the contract documents. It is our intention to provide full-time observation including a

WARRENVILLE

3s701 West Avenue, Suite 150
Warrenville, IL 60555
P 630.393.3060

CHICAGO

10 South Riverside Plaza, Suite 875
Chicago, IL 60606
P 312.474.7841

CHAMPAIGN

2416 Galen Drive
Champaign, IL 61821
P 217.351.6268

resident engineer throughout the project duration. During times of more intensive contractor activities when more than one crew is working, we will provide an additional resident inspector.

Construction observation tasks will include:

- 2.1. Serving as the Village’s liaison with the Contractor primarily through the Contractor’s superintendent, public/private utilities and various jurisdictional agencies.
 - 2.2. Arrange required material testing with the Village’s testing consultant.
 - 2.3. Relay public concerns, and answer residents’ questions.
 - 2.4. Daily review and inspection of traffic control items.
 - 2.5. Maintain a database of names, addresses and telephone numbers of subcontractors, contractors, suppliers, and utility companies and other agencies involved with the project.
 - 2.6. Alert the Contractor’s field superintendent when un-approved materials or equipment are being used and advise the Village of such occurrences.
- 3. Material Testing - It is our understanding that material testing services will be provided by a separate consultant working directly for the Village. The consultant will perform laboratory testing on materials, sample bituminous materials for compaction and properties, and observe paving operations.
 - 4. Documentation - Documentation services include tracking of actual quantities and record keeping including Inspector’s Daily Reports, quantity certifications, and weekly progress reports. As with all projects, we will utilize IDOT forms and procedures.
 - 5. Record Drawings - Upon final completion, as-built record drawings will be prepared. These drawings will show actual constructed conditions including main line storm sewer and crossing locations, structure rim and invert elevations and any changes to the proposed improvements as detailed in the contract plans. One set of record drawings will be provided to the Village in printed and electronic formats.

Schedule

Engineering services described above will be provided in accordance with the following anticipated schedule.

Task	Date
Begin Construction	April 18, 2016
Complete Construction	October 26, 2016
Project Closeout	November 23, 2016



Fees

Fees for engineering services described above are proposed on a cost, not to exceed basis using our hourly rate multiplier of 2.80. The following is a summary of estimated hours and fees for the project.

Task	Estimated Hours	Fees
Resident Engineering	1,364	\$132,626
Direct Costs		\$ 7,300
Total, Not-to-Exceed	1,364	\$139,926

A detailed hour and cost budget is included at the end of this proposal.

We appreciate the opportunity to provide this information and we trust that it meets with your approval. If acceptable, please execute this proposal where indicated below for the desired phase of work. Receipt of an executed copy of this proposal will serve as authorization to proceed with the work.

If you have any questions, please contact me at 630-393-3060x21 or bdusak@eraconsultants.com.

Very truly yours,
ENGINEERING RESOURCE ASSOCIATES, INC.
ERA Warrenville



Brian J. Dusak, P.E.
Project Manager

BD/kkp

Attachments/Enclosure



Exhibit 1

Acceptance & Authorization Form – February 24, 2016 Proposal
Construction Engineering Services - 2016 Stormwater Improvements

Engineering Resource Associates, Inc.

Village of Glencoe



Authorized Signature

Brian J. Dusak

Printed Name and Title

Authorized Signature

Printed Name and Title

Date

3S701 West Avenue
Suite 150
Warrenville, Illinois 60555
630-393-3060 t, 630-393-2152 f



Hour and Cost Budget

**Village of Glencoe
2016 Stormwater Improvements
Construction Engineering**

Prepared By
Engineering Resource Associates, Inc.
24-Feb-16

	Multiplier Rate:	2.80										
	Position:	PD	PM	RE	RI	CC	SURV	CT	CL	TOTAL HOURS	%OF HRS	TOTAL COST
	Name:	MM	BD	CH	EW	TM	RC	RT	KP			
	Bill Rate:	\$170	\$140	\$95	\$78	\$104	\$64	\$104	\$70			
Tasks												
1. Meetings/Coordination		3	24	0	0	0	0	2	4	33	2.4%	\$4,357
2. Construction Observation		0	0	1,215	0	0	0	0	0	1,215	89.1%	\$115,668
3. Material Testing (by others)		0	0	2	0	0	0	0	0	2	0.1%	\$190
4. Documentation		2	16	40	0	0	0	0	0	58	4.3%	\$6,388
5. Record Drawings		2	4	8	0	0	0	16	2	32	2.3%	\$3,459
6. Project Closeout		2	4	16	0	0	0	0	2	24	1.8%	\$2,563
Project Totals		9	48	1,281	0	0	0	18	8	1,364	100.0%	\$132,626
Direct Costs (0% Markup)												
Printing												\$150
Shipping												\$150
Mileage												\$7,000
											Total:	\$7,300
Project Totals		9	48	1,281	0	0	0	18	8	1,364		\$139,926
		0.7%	3.5%	93.9%	0.0%	0.0%	0.0%	1.3%	0.6%	100.0%		

Engineering Resource Associates, Inc.

GENERAL TERMS AND CONDITIONS

1. **COMPLIANCE WITH LAWS:** Engineering Resource Associates, Inc. (Engineer) will exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.
2. **DESIGNATION OF AUTHORIZED REPRESENTATIVE:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
3. **STANDARD OF PRACTICE:** The Engineer will conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
4. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 1. of this Agreement, together with the laws of the State of Illinois.
5. **RESPONSIBILITY OF THE ENGINEER:** Engineer will perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.
6. **CLIENT'S RESPONSIBILITIES:** The Client agrees to require the independent entity retained by the Client under a separate agreement to construct the Project, hereinafter referred to as the Contractor, to the fullest extent permitted by law.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

7. **INFORMATION PROVIDED BY OTHERS:** The Engineer shall indicate to the Client the information needed for rendering of the

services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors.

8. **CHANGES:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
9. **DOCUMENTS DELIVERED TO CLIENT:** Drawings, specifications, and reports prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for use in the construction of this Project. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

10. **OWNERSHIP:** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.
11. **GIS DATA:** The Village has developed digital map information through Global Information Systems Technology ("GIS Data") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:
 - The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;
 - The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and
 - The Consultant does hereby acknowledge and agree that:
 - The GIS Data constitutes proprietary materials and trade secrets of the Village and, shall remain the property of the Village;
 - The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Manager;
 - At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;
 - The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and
 - At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.
12. **REUSE OF DOCUMENTS:** All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project, unless agreed to by Engineer. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall waive any claims against the Engineer including all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.
13. **FORCE MAJEURE:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements

of governmental agencies.

14. **RELATIONSHIP BETWEEN ENGINEER AND CLIENT:** Engineer shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
15. **SUSPENSION OF SERVICES:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
16. **TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client, unless termination is one result of Engineer's default of this agreement.
17. **SUCCESSORS AND ASSIGNS:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
18. **ENTIRE UNDERSTANDING OF AGREEMENT:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
19. **AMENDMENT:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
20. **PAYMENT:** Client shall be invoiced once each month, on or before the last day of the month, for work performed during the preceding period. Client agrees to pay each invoice within thirty-five (35) days of its receipt.
21. **INDEMNIFICATION:** The Consultant shall indemnify, save harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, (collectively, "***Claims***") that are directly caused by the Consultant in the performance of, or failure to perform, the Services or any part thereof, to the extent caused by the active, passive, or concurrent negligence or fault of the Consultant, except that the Consultant shall not be liable for that portion of any Claim caused by the negligence of the Village.
22. **INSURANCE:** Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit B to this Agreement. All such policies (with the exception of the Worker's Compensation, Employer's Liability, and Professional Liability policies) shall name the Village, its officers, directors, employees, and volunteers as additional insureds. The Consultant may reduce the limits for Comprehensive General Liability insurance coverage to \$1 million per occurrence and \$2 million aggregate, provided that Consultant's subcontractors carry insurance meeting the limits required by Exhibit B for Comprehensive General Liability insurance coverage, and such coverage names the Village as an additional insured. For good cause shown, the Village Manager may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Village Manager may impose in the exercise of his or her sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A, and a financial size category of Class V or better, in Best's Insurance Guide. Such insurance policies shall provide that no material change in or cancellation of any insurance shall

become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village.

23. **NOTICES:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
24. **ACCESS AND PERMITS:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.
25. **WAIVER OF CONTRACT BREACH:** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
26. **OPINIONS OF PROBABLE COST:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
27. **CONSTRUCTION OBSERVATION CLAUSE:** When construction observation tasks are part of the service to be performed by the Engineer under this Contract, the Owner will include the following clause in the construction contract documents and Owner agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Workers Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend Owner and Engineer and their agents, employees and consultants (the "Indemnities") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the indemnities' own negligence.

28. **SEVERABILITY OF INVALID PROVISIONS:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
29. **HAZARDOUS MATERIALS:** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

END OF GENERAL TERMS AND CONDITIONS